BANGALORE DEVELOPMENT AUTHORITY

Construction of 1MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year

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(TECHNICAL BID DOCUMENT)

Office of the Executive Engineer, Housing Project Division-1
BANGALORE DEVELOPMENT AUTHORITY
Kumara Park West, T.Chowdaiah Road, Bengaluru-560020

Bangalore Development Authority

Kumara Park West, T.Chowdaiah Road, Bengaluru-560020
Mobile No- 9986587126

Tenders for

Name of the Work: 'Construction of 1MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year.

SEQUENCE OF EVENTS

Tender Reference:	No. BDA/EE/HPD-1Ten/T-366/2024-2025 DATED: 28-02-2025
Last Date and Time for receipt of Pre-Tender Queries,(to be uploaded on e- procurement portal only)	Refer Karnataka Public Procurement Portal
Date and Time of Pre -Tender Meeting	Refer Karnataka Public Procurement Portal
Place of Pre-Tender Meeting	Refer Karnataka Public Procurement Portal
Last Date and time for submission of Tenders on e- procurement portal	Refer Karnataka Public Procurement Portal
Time and Date of opening of First Electronic Document (Technical Bid)	Refer Karnataka Public Procurement Portal
Place of opening of First Electronic Document (Technical Bid)	Office of the Executive Engineer, Housing Project Division-1 Room No-204, 2nd Floor B Block, Bangalore Development Authority Kumara Park West, T.Chowdaiah Road, Bengaluru-*560020*
Time and Date of opening of Second Electronic Document(Financial Bid)	Will be intimated to the technically qualified tenderers
Place of opening of Second Electronic Document (Financial Bid)	Office of the Executive Engineer, Housing Project Division-1 Room No-204, 2nd Floor B Block, Bangalore Development Authority Kumara Park West, T.Chowdaiah Road, Bengaluru-*560020*

Address for communication:	Office of the Executive Engineer, Housing Project Division-1 Room No-204, 2nd Floor, B Block, Bangalore Development Authority Kumara Park West, T.Chowdaiah Road, Bengaluru-560020 Mobile No- 9986587126

CONTENTS OF TENDER

Section	Description
	Volume 1 of 4 - General Requirements
1	Invitation for Tenders (IFT)
2	Instructions to Tenderers (ITT)
3	Qualification Information and Evaluation Methodology
4	Form of Tender, Letter of Acceptance, Notice to Proceed with the work and Agreement Form
5	Conditions of Contract (CC) and Special Conditions of Contract (SCC)
6	Contract Data and Appendix to Special Conditions of Contract
	Volume 2 of 4 - Employers Requirements
7	Specifications
7A	Form of Technical Proposal
7B	Technical Schedules
7C	Appendix – 1 Geo Technical Investigation Report
	Volume 3 of 4 – Drawings
8	Drawings
	Volume 3 of 4
9	Price Schedule
10	Format of Bank Guarantee for Security Deposit

SECTION 1: Invitation for Tenders (IFT)

BANGALORE DEVELOPMENT AUTHORITY
Kumara Park West, T.Chowdaiah Road, Bengaluru-560020

IFT No. BDA/EE/HPD-1Ten/T-366/2024-2025

Office of the Executive Engineer,
Housing Project Division-1
BANGALORE DEVELOPMENT AUTHORITY
Kumara Park West, T.Chowdaiah Road,
Bengaluru-560020
DATE : 28-02-2025

1. The Executive Engineer Housing Project Division-1, Bangalore Development Authority,(BDA) Bengaluru, on behalf of the Commissioner, Bangalore Development Authority, Bengaluru, invites tenders from eligible tenderers, for the construction of works detailed in Table. The Tenderers may submit Tenders for any or all of the works given in the Table, Two tender document system as per Rule 28 of the KTPP Act shall be followed. The Tenderers are required simultaneously submit two separate electronic documents, first containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 2 and 3) which will be opened first and the second containing the price tender (as detailed in Section 4 and 9) will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the instructions to Tenderers to qualify for award of the contract.

2. Tender documents shall be available for download free of cost from the date and time of publication of the tenders on the Government of Karnataka, Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) till the last date and time or the extended time of submission specified on the Karnataka Public Procurement Portal. Interested tenderers may obtain further information at the Office of the Executive Engineer, HPD-1, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bengaluru- 560 020.

3. Tender must be accompanied by Earnest Money Deposit (EMD) and a non-refundable Tender Processing fee specified for the work in the Table. Earnest money deposit and Tender processing fee will have to be in any one of the forms as specified in the tender document.

4. Tender must be uploaded on the Government of Karnataka, Karnataka Public Procurement portal (https://kppp.karnataka.gov.in) on or before the last date and time specified on the Karnataka Public Procurement Portal, so as to be received by the Employer and First Electronic Document will be opened on the date and time specified in the Karnataka Public Procurement Portal, without requiring the presence of Tenderers or in the presence of Tenderers or in the presence of the Tenderers' representatives, who wish to attend at Office of the Executive Engineer, Housing Project Division-1, Room No 204, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bengaluru 560 020. If the

office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

5. A Pre-Tender meeting will be held on the time, date and address, as specified on the Karnataka Public Procurement Portal at Office of the Engineer Member, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bengaluru- 560 020.

6. The Rates quoted shall be inclusive of Goods and Service Tax (GST)

7. Other details can be seen in the tender documents.

Table: Description of Tender

Sl. No.	Name of the work	Approximate value of the Works (Rs in Lakhs (including GST)	EMD (Rs in Lakhs)	Tender processing fee (Cost of the Tender) (Rs)	Period of completion
1.	**Construction of 1 MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year**	368.16	3.69	Refer to the Karnataka Public Procurement portal	9 Months Including monsoon period

Sd/-
Executive Engineer
Housing Project Division-1
Bangalore Development Authority
Kumara Park West, T.Chowdaiah Road,
Bengaluru-560020.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Sl. No.	Particulars
A	***General***
1	Scope of Tender
2	Eligible Tenderers
3	Qualification of the Tenderer
4	One Tender per Tenderer
5	Cost of Tendering
6	Site Visit
B	***Tender Documents***
7	Content of Tender Documents
8	Clarification of Tender Document
9	Amendment of Tender Documents
C	***Preparation of Tenders***
10	Documents comprising the Tender
11	Tender prices
12	Tender validity
13	Earnest money deposit
14	Format and signing of Tender
D	***Submission of Tenders***
15	Sealing and marking of Tenders
16	Deadline for submission of Tenders
17	Late Tenders
18	Modification and Withdrawal of Tenders
E	***Tender opening and Evaluation***
19	Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers
20	Opening of Second Cover Tenders of qualified Tenders and evaluation
21	Process to be confidential
22	Clarification of Tenders
23	Examination of Tenders and determination of responsiveness
24	Correction of errors
25	Evaluation and comparison of Tenders
F	***Award of contract***
26	Award Criteria
27	Employer‘s right to accept any Tender and to reject any or all Tenders
28	Notification of award and signing of Agreement
29	Security deposit
30	Advance payment and Security
31	Corrupt or Fraudulent Practices

A. GENERAL

1.0 Scope of Tender

1.1 T**he Executive Engineer**, **Housing Project Division-1,** on behalf of The Commissioner, Bangalore Development Authority, Bengaluru (Referred to as "Employer" in these documents)invites tenders following Two Tender Document system, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2.0 Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 deleted

2.3 Any Registered individual firm/Agency/Partnership firms/Company having valid Class-1 Civil registration/Licensee issued by State Government/Central Government.

3.0 Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i e 2018-2019 to 2022-23)

(a) Achieved in at least two financial years a minimum financial Turnover (in all classes of Civil Engineering construction works only) of **Rs.984 Lakhs**. (inclusive of GST)
Note: Financial turnover of previous years shall be given a weightage of 10% per year to bring them to the price level of the FY 2024-25.

(b) Mandating satisfactory completion as a prime contractor at least **One similar work** such as Design, Construction and commission of Sewage Treatment Plant(STP), works of value not less than **Rs.184.00 Lakhs.** (inclusive of GST)

Note: The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY 2023-24.

(c) Experience in Key Activities: The Tenderers shall provide evidence that it has a minimum experience in the following key activities within the last five (05) years prior to the date of submission of applications:

(i) Experience in Execution of STPs

The Tenderer as a sole entity or a Lead Partner and or Partner in a Joint Venture shall have successfully executed, including complete Design, Procurement, Supply, Installation, Construction, Testing, and Commissioning of all Civil, Mechanical, Electrical, and bio remidial Works of minimum **One (1) Nos. Sewage Treatment Plant of minimum 0.75 MLD capacity, based on Bio – Sewage Treatment Plant decentralized treatment system.**

.

(ii) Experience in Operation and Maintenance

The Tender as a sole entity or a Lead Partner in a Joint Venture shall have particular experience in Operation and Maintenance of at least minimum **One (1) Nos. Sewage Treatment Plant of minimum 0.75 MLD capacity based on Bio – Sewage Treatment Plant decentralized treatment system. for at least three (3) year in operation within last Five Years from the date of Tender Notification.**

(d) Deleted.
(e) Deleted.

3.3 *Each Tenderer further demonstrate:*

*(*a) Availability by owning the following key & Critical equipment for this work:

(i) Availability by owning at least 50% of the required / specified key and critical equipment for this work and
(ii) The remaining 50% can be deployed on lease/hire basis for all works. Relevant documents (commitment agreements etc.,) for the availability for this work are to be furnished
(iii) Age of the Equipment from the date of purchase should be less than 5 Years

Sl. No.	Name of the Equipment	Required	
		Numbers	Capacity
1	Excavators	2	(0.90 cum to 1.20 cum capacity)
2	De watering/Mud pumps	2	Nos
3	Concrete mixers	2	Nos
4	Water Tanker	1	10 Cum

Information shall be furnished as per Format at Section-3 Qualification information Clause-1.6.

(b) Liquid assets and or availability of credit facilities of not less than **Rs100 Lakhs** (Credit lines / Letter of Credit / Certificates) from the Nationalized/ Scheduled Banks for meeting the funds requirements etc. (usually the equivalent of the estimated flow for three months in the peak construction period).

3.5 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under :

Assessed Available Tender Capacity = (A*N*1.5-B)

Where

A = Maximum value of Civil / Civil & Electrical Engineering works executed in any one year during the last five years (2020-21 to 2024-25) (updated to FY 2024-2025 price level) taking into account the completed as well as works in progress (inclusive of GST);.

N = Number of years prescribed for completion of the works for which the tenders are invited.

B = Value at 2024-2025 price level of existing commitments and on-going works to be completed during the next 18 months. (Inclusive of GST)

Note: *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

The tenderer should provide an Affidavit swearing to the effect that the stated works are the only works and it is true to the best of his / her / their knowledge.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
iii. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4.0 One Tender per Tenderer

4.1 Each Tenderer shall submit only one tender for one contract. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified

5.0 Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6.0 Site Visit

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for planning and preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the site and any Survey/Site Investigation shall be at the Tenderer's own expense.

B. TENDER DOCUMENTS

7.0 Content of Tender Documents

7.1 The set of tender documents shall have all the Sections given in Page 2.

7.2 Deleted.

8.0 Clarification of Tender Documents

8.1 A prospective Tenderer requiring any clarification / queries of the tender documents may notify the Employer in Karnataka Public Procurement Portal. The Employer will respond to any request for clarification / queries which he receives not later than the time & date specified on the Karnataka Public Procurement Portal prior to the deadline for submission of tenders. The Employer‘s response will be notified in the Karnataka Public Procurement Portal, including a description of the enquiry but without identifying its source.

8.2 Pre-Tender Meeting

8.2.1 The Tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the address time and date as specified on Karnataka Public Procurement portal.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any questions in writing on Karnataka Public Procurement Portal not later than time and date as specified in the .Karnataka Public Procurement portal

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be notified on Karnataka Public Procurement portal. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 of ITT and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

9.0 Amendment of Tender Documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any **Addendum** thus issued shall be part of the tender documents and shall be notified on Karnataka Public Procurement portal

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. PREPARATION OF TENDERS

10.0 Documents comprising the Tender

10.1 The tender uploaded by the Tenderer shall contain the documents as follows:

10.1.1 First Electronic Document (Technical Bid)

(a) Earnest Money Deposit and Tender processing fee;
(b) Eligibility criteria as per Clause 2 of ITT and Qualification Information as per formats given in Section 3
(c) The Form of Tender as in Section 4

.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract, provided he is eligible in those contracts stated in the IFT and in the aggregate as per Cl 3.4 of ITT under First Electronic Document (Technical Bid)

11.0 Tender Prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in the rates for all items of the Works described in the Bill of Quantities on Karnataka Public Procurement Portal. The line item total along with total tender price will be auto generated in Karnataka Public Procurement Portal. *Items for which no rate is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.*

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates submitted by the Tenderer. The Rates quoted shall be exclusive of Goods and Service Tax (GST).

11.4 The prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 35 of the Conditions of Contract.

12.0 Tender Validity

12.1 Tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as nonresponsive

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by E mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13.0 Earnest Money Deposit (EMD) & Tender processing Fee

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as shown in column 4 and non-refundable Tender Processing Fee in the amount as shown in column 5 of the Table of IFT for this particular work

EMD shall be paid in total through e-payment or minimum of Rs.1.00 lakh shall be paid through e-payment and the balance EMD shall be through Bank Guarantee in the form

given in Section11 from any Nationalized / Schedule bank or through e-bank guarantee, obtained after the date of notification of tender and on or before the last date for submission of tender, payable at Bangalore, in favour of the Employer. A scanned copy of the Bank Guarantee shall be uploaded at the appropriate place provided in Karnataka Public Procurement Portal along with the First Electronic Document (Technical Bid Document), failing which the bids will be rejected in the Karnataka Public Procurement Portal. The original Bank guarantee shall be submitted to the Office of the Executive Engineer, Housing Project Division-1, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bengaluru-560 020, on or before the Time and date of opening of First Electronic Document (Technical Bid Document), in person or through authorized representative, failing which the Bank Guarantee shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal.

The Employer or representative will open the tender of the Tenders received in Karnataka Public Procurement Portal at Office of the Executive Engineer, Housing Project Division-1, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bengaluru-560 020, at the designated date and time, without requiring the presence of Tenderer or in the presence of the Tenderers or their authorized representatives who choose to attend. In the event of the designated date of the Tenders opening being declared a holiday for the Employer, the Tenders will be opened at the designated time and location on the next working day. The Tenderers or their authorized representatives who are present shall sign a register evidencing their attendance.

The uploaded scanned copy of Bank guarantee shall be downloaded by the Employer. The downloaded copy of Bank guarantee shall be compared with the original Bank guarantee submitted by the tenderer. Upon comparison, if the correctness of the Bank Guarantee is found satisfactory, the Bank guarantee will be accepted and the First Electronic Document (Technical Bid Document) shall be opened. If the Bank Guarantee is not in order, and the non-receipt of the original Bank guarantee shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal. The First Electronic Document (Technical Bid Document) shall be opened in respect of such tenderer who have paid EMD in full though e-payment or who have paid part of EMD though e-payment and balance EMD through Bank Guarantee shall be considered for evaluation. The confirmation letter shall be addressed to the respective Bank authorities, with a return letter for the confirmation of Bank Guarantee within seven days. Upon receipt of confirmation letter from the respective Bank authorities, the Bank Guarantee shall be accepted and evaluation will be processed. Non-receipt or delay in confirmation of Bank Guarantee by the respective Bank authorities within the stipulated period, result in rejection of Bank Guarantee and the tender of such tenderer's treated as non-responsive and also withdrawn in the evaluation process. The original Bank Guarantee shall be returned and subsequently part payment of EMD shall also be returned.

The tenderers participating in the First Electronic Document (Technical Bid Document), who indulges in fraudulent, malpractices and non-submission of proper Bank Guarantee during opening of the First Electronic Document (Technical Bid Document), the Employer shall take following action against such tenderers.

(i) Forfeiture of the initial amount deposited through e-payment by such contractors to the Employer; and

(ii) Initiate Black listing of such contractors so as to prevent them in participating in future tenders, if repeatedly resort malpractices.

The proposal shall be sent to the competent Registration authority and also initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractors.

The EMD and Tender Processing fee shall be in the form of e-payment and to be paid on Karnataka Public Procurement Portal using any of the following online or offline modes of e-payment:

- Credit Card(online payment)
- Direct Debit using internet banking (online payment)
- NEFT (online payment)
- Over the Counter (OTC)

NEFT Payment Procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed Challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor‘s bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be entered in the e-Procurement system as part of its bid.

Over The Counter (OTC) Payment Procedure

If a Tenderer chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Bank branches listed in the e-Procurement web-site (http://www.eproc.karnataka.gov.in), the Tenderer will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed Challan will have the unique bid reference number and the amount to be remitted. Along with the Challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft; Cheque payments will not be accepted. The tenderer is requested to specifically inform the bank officer to input the unique bid reference number printed in the Challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16- digit reference number (UTR) acknowledging the receipt of payment. This 16-didgit reference number has to be entered by Tenderer in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

For further details on e-Payment services refer to e-procurement portal for more details on the process.

The Tenderers bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account.

a. EMD amount will have to be submitted by the Tenderer taking into account the following conditions:

(I) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt. of Karnataka central pooling account at ICICI bank Ltd, until the contract is closed.

(II) The EMD (Full or Part) amount for a particular tender has to be paid in a single transaction.

b. The Tenderers Bid Will be evaluated only on confirmation of the receipt of the payment (EMD and Tender processing fees) in the Govt. of Karnataka Central pooling account held in designated banks as indicated in sub clause 13.1 (a).

13.2 Instruments having fixed validity period issued as EMD (earnest money deposit) for tender shall be valid for 45 days beyond the validity of the tender.

13.3. Any tender not accompanied by the acceptable EMD (Earnest Money deposit) and not secured as indicated in the sub clause 13.1 above shall be rejected in Karnataka public portal as non-responsive

13.4 The EMD (Earnest money deposit) of unsuccessful Tenderers will be returned within 30 days of the end of the Tender validity period specified in sub clause 12.1

13.5 The EMD (Earnest money deposit) of the successful Tenderer will be discharged when the Tenderer has signed the Agreement, pursuant to ITT clause 28 and furnished the required Performance Security pursuant to clause 29.

13.6 The (EMD) Earnest money deposit shall be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or
(ii) furnish the required Security deposit

(d) If the Tenderer who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contact including misleading the Employer at any stage of procurement and executing entity. Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or contractor or any of its successors.

14.0 Format and signing of Tender

14.1 The Tenderer shall prepare electronic documents comprising the Tender as described in Clause 10 of the ITT and submit in the Karnataka Public Procurement portal at appropriate place.

14.2. The Tenderer shall scan the original document by converting into electronic document file in conventional, clearly visible form (preferably in pdf format) to be uploaded in the Karnataka Public Procurement Portal along with scanned copies of requisite certificates, that are mentioned in different sections in the bid document and EMD shall be paid through OTC, NEFT or DEBIT CARD/ Credit Card through e-portal only.

The Tenderer shall fill in rate in the unit rate column for all the items of the works described in the Bill of quantities on the Karnataka Public Procurement portal**.** The Tender price and the total tender price will be auto generated.

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the employer.

D. SUBMISSION OF TENDERS

15.0 Submission of Tenders

15.1 The tenderer shall upload the electronic tender documents in the format as specified in clause 14.2 under two tender document system on the Karnataka Public Procurement portal.

15.2 Deleted - (Not applicable for E-Tender).

15.3 Deleted - (Not applicable for E-Tender).

15.4 Deleted-(Not applicable for E-Tender).

16.0 Deadline for Submission of the Tenders

16.1 Tenders must be received by the Employer through Karnataka Public Procurement portal (https://kppp.karnataka.gov.in)

16.2 The Employer may extend the deadline and notify on the Karnataka Public Procurement portal for submission of tenders by issuing an amendment in accordance with Clause 9.0, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

16.3 The Tenderer shall digitally sign their bids with their valid digital signature certificate (DSC) as issued under the Information Technology Act 2000 (Central Act 21 of 2000) and it shall be the responsibility of the Tenderer to ensure that their tender is submitted in the Karnataka Public procurement Portal within the last date and time specified for the receipt of the tenders (Rule 15 (4) of KTPP Rules 2000 as amended from time to time).

17.0 Late Tenders

17.1 The tenderer will not be able to submit the bid documents after the deadline, as the icon or the task will not be available on the Karnataka Public Procurement Portal.

18.0 Modification and Withdrawal of Tenders

18.1 Tenderers may "modify" the contents of the Electronic tender documents or withdraw their tender on Karnataka Public Procurement Portal before deadline prescribed in clause 16.

18.2 Deleted-(Not applicable for E-Tender)

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderer may only offer discounts to or otherwise modify the process of their tenders by submitting tender Modifications in accordance with this clause, or included in the original Tender submission.

E. TENDER OPENING AND EVALUATION

19.0 **Opening of First Electronic Document (Technical Proposal) of Tenders and Evaluation to Determine Qualified Tenderers**

19.1 The Employer or representative will open the tender of First Electronic Document of the Tenders received, in Karnataka Public Procurement Portal at the Office of the Executive Engineer*, Housing Project Division-1* Bangalore Development Authority, *Kumara Park West, T.Chowdaiah Road, Bengaluru-560020* on the designated date and time in the presence of the tenderers or their representatives who wish to be present physically at the tender opening place. In the event of the designated date of the First Electronic document of the tenders opening being declared a holiday for the employer, the tenders will be opened on the designated time and location on next working day.

19.2 DELETED (Not applicable for E Tender)

19.3 The tenders which have been submitted in Karnataka Public Procurement Portal and whose tender payments were successfully received shall be opened.

19.4 The Employer shall prepare minutes of the First Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 DELETED (Not applicable for E Tender)

19.6 The Employer will evaluate and determine whether each tender, (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20.0 Opening of Second Electronic Document of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening Second Electronic Document containing the price tenders. The Employer will open the Second Electronic Document of Qualified Tenderers at the appointed time and date, without requiring the presence of qualified Tenders or in presence of the authorized

representatives who choose to attend. In the event of the specified date of Second Electronic Document opening being declared a holiday for the Employer, the Second Electronic Document will be opened at the appointed time and location on the next working day.

20.2 Deleted (Not Applicable for E -Tender)

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts and such other details as the Employer may consider appropriate will be announced by the Employer at the opening, if any of the bidders or their representatives present physically at the tender opening place. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21.0 Process to be Confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22.0 Clarifications of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer‘s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderer ‘Tender.

23.0 Examination of Tenders and Determination of Responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tenders substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the

Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24.0 Correction of Errors

24.1 Tenders determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows:

(a) Where there is a discrepancy between the rates in figure and words the lower of the two will govern; and.

(b) Where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.

24.2. The amount stated in the Tender will be adjusted by the employer in accordance with the above procedure in vogue for correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If Tenderer does not accept the corrected amount the Tender will be rejected, and the amount earnest Money Deposit EMD may be forfeited in accordance with clause 13.6(b)

25.0 Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5

25.3 The Employer reserves the right to accept or reject any variation and deviation or alternative offer. Variations, deviations, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

25.5 If the tender of the successful Tenderer is seriously unbalanced in relation to the Employer‘s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. AWARD OF CONTRACT

26.0 Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27.0 Employer's Right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender and to cancel the Tender process and reject all Tenders at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28.0 Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29.0 Security Deposit

29.1 Within 20 **days** of receipt of the Letter of Acceptance, the successful **Tenderer** shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Works Contract Price (excluding O&M Price) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. Tenderer is required to submit the security deposit amount equivalent to **5%** of total O&M Price for 5 years at the start of O&M period.

- Banker‘s Cheque/Demand draft,/Pay Order in favor of,HPD-1 Executive Engineer Division, Bangalore Development Authority (BDA), Kumara park west Bengaluru-560020 payable at Bengaluru or
- A Bank Guarantee in the form given in Section 10; or
- Specified small savings instruments pledged to Executive Engineer, Housing Project Division-1, Bangalore Development Authority (BDA), Kumara park west Bengaluru-560020.

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30.0 Advance Payments and Security

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31.0 Corrupt or Fraudulent Practices

31.1 The Bangalore Development Authority (BDA) requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BDA:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BDA contract.

(c) Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractor.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity and evaluating qualification of Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or Legal Status of Tenderers

Tenderers Information	Document
Constitution or legal status of the Tenderer (incorporation of company)	Attach copy
Tenderer country and year of constitution	Attach copy
Tenderer legal address & place of Registration	Attach copy
Principal place of Business	Attach copy
Class I Registration Certificate of Tenderer issued by State/ Central Government	Attach copy
Tenderer authorized representative : Name, address, telephone numbers, fax numbers, e-mail address	Attach copy
GST Registration Certificate	Attach copy
Permanent Account Number (PAN)	Attach copy
Labour Registration Certificate	Attach copy
Employers State Insurance Registration Certificate (ESI)	Attach copy
Provident Fund Registration Certificate (PF)	Attach copy
Provident Fund last paid challan	Attach copy
Attach copy of the Articles of incorporation or constitution of the legal entity named above, in accordance with Sub clause 2.0 of ITT	

1.2. Construction Turnover (Refer ITT Clause 3.2 (a)

Total value of Civil / Civil & Electrical engineering construction works executed and payments received in the last five years.

Year	Turnover (Rs. Lakh)
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	

Note:

In support of this Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the profit and loss statement for Civil / Civil & Electrical Engineering construction works executed and payments received, balance sheets and audited reports, with UDI number certified by the Chartered accountant of the past Five (5) years.

1.3 Work Performed as Prime Contractor (in the same name) on Works of Similar Nature over during the five years specified in 1.2 above

Rs. Lakh

Sl. No.	Name of the Employer & Contact Address, Tel, Fax	Description of work	Contract Number	Value of the Contract In Lakhs	Date of Issue of work order	Specified Period of completion	Actual date of completion	Remarks Explaining Reasons for delay in completion of work
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
1								
2								
3								
4								
5								

Note:

In support of this, Tenderer shall upload on Karnataka Public Procurement Portal, scanned copy of the certificate duly signed by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works.

If the Authority desires physical verification will be carried out on the works listed above.

1.4. Quantities of work executed as Prime Contractor (in the same name) during the five years specified in 1.2 above:

a) Quantities executed in Civil works as Prime Contractor:

Year	Name of the Work	Name of Employer	Quantity of the Works Performed		
			Earthwork Excavation & in Embankment (in Cum)	PCC & RCC (in Cum)	Steel Reinforcement (in MT)
1	2	3	4	5	6
2020-21					
2021-22					
2022-23					
2023-24					
2024-25					

Note

In support of this, Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the certificate duly certified by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works and the quantities with the financial year wise breakup for the items executed.

If the authority desires, physical Verification will be carried out on the works listed above.

1.5 Information on works for which tenders have been submitted and works which are yet to be completed as on date of this tender

A. Existing Commitments and on- going works

Rs. Lakh

Description of works	Place of work & state	Contract No & date	Name & Address of Employer	Value of contract	Stipulated period of completion	Value of the works remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

B. Works for which Tenders already submitted

Rs. Lakh

Description of works	Place of work & state	Name & Address of Employer	Estimated value of the work	Stipulated period of completion	Date when decision expected	Remarks if any
1	2	3	4	**5**	**6**	**7**

Note (A) and Note (B)

A: *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (Refer GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

B: *The statements showing the works for which Tenders already submitted, the Tenderer shall up load the copy of the acknowledgement received on submission of Tenders as against the notification on Karnataka Public Procurement Portal KPPP along with the details sought as in the statement as against each Tender submission*

The tenderer should provide an Affidavit swearing to the effect that the stated works are the only works and it is true to the best of his / her / their knowledge.

1.6 The following Items of Equipment are considered essential for successfully carrying out the works. Tenderer should furnish all the information below

Sl. No.	Name of the Equipment	Required		Owned		lease/hire basis		Remarks
		Numbers	Capacity, Age of the equipment should be < 5 Years from date of purchase with good working condition	Nos. / Capacity	Age/ Condi-tion	Nos. / Capacity	Age/ Condi-tion	
1	Excavators (0.90 cum to 1.20 cum capacity)	2	(0.90 cum to 1.20 cum capacity)					
2	De watering/Mud pumps	2	Nos					
3	Concrete mixers	2	Nos					
4	Water Tanker	1	10 Cum					

(i) Availability by owning at least 50% of the required / specified key & critical *equipment for this work and*

(ii) *The remaining 50% can be deployed on lease/hire basis for all works. Relevant documents (commitment agreements etc.,) for the availability of this work are furnished*

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sub section 3.3 (a) of ITT.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

The Tenderer shall submit the following information for equipment proposed to be brought on lease or rent:

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Mobile No.	Email id
Agreements	Details of rental / lease / manufacture agreements specific to the project	
Invoice	Purchase bill in the name of the owner	

Note :

The tenderers shall possess equipments as indicated in the table 1.6 above and in support of this, the tenderer shall upload on Karnataka Public Procurement Portal, relevant documents such as Registration certificate / Invoice in case Registration certificate not applicable / Purchase agreement or deed with its documents. In case the tenderer proposes to deploy the equipment on lease or hire basis, tenderer shall upload lease / hire agreement along with Registration certificate / Invoice of the respective equipments.

1.7 Reports on the financial standing on the Tenderer such as Income & Expenditure statement, balance sheet, profit and loss Statements and Auditors report for each year for the last Five years certified by the registered Chartered Accountant with UDI number.

1.8 Qualification and Experience of the key Technical and management personnel in permanent employment with the Tenderer and those proposed to be deployed on this contract if awarded

The Tenderer shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed below as per Clause 3.1 of ITT. The Tenderer shall supply information, of the personnel with relevant experience specified below :

No.	Position	No. of Positions*	Minimum Education (Degree - Discipline)/ Experience
1	Project Manager	1	BE- Civil 10 Years Experience
2	Planning Engineer	1	BE- Civil 5 Years Experience
3	Quantity Surveyor / Engineer	1	BE- Civil- 2 Years or Diploma in Civil - 5 Years experience
4	Health & Safety Engineer	1	BE- Civil- 2 Years or Diploma in Civil – 5 Years experience
5	Quality Assurance Engineer	1	BE- Civil- 5 Years experience
6	Site Supervisors- Civil	2	BE- Civil- 2 Years or Diploma in Civil – 5 Years experience

*Mandatory requirement for complete duration of the project.

Tenderer shall provide the information in the following format supported with CV of the proposed personnel

No.	Position	No. of Positions*	Proposed Staff		
			Name	Education Qualification	Relevant Experience in years
1	Project Manager	1			
2	Planning Engineer	1			
3	Quantity Surveyor / Engineer	1			
4	Health & Safety Engineer	1			
5	Quality Assurance Engineer	1			
6	Site Supervisors- Civil	2	1		
			2.		
			3.		
			4.		

1.9 Name, Address and contact details of the Tenderer's Banker who may provide references if contacted by the employer

1	Name of Bank and Branch	
2	Address	
3	Contact person	
4	Landline and Mobile Phone Number	
5	Email id	

1.10 Evidence of access to financial resources to meet the qualification requirements specified in ITT clause 3.3 (b) Cash in hand, letter of Credit etc., shall be enclosed herein and also attach the Certificate from the banker in the prescribed format as shown under

BANK CERTIFICATE

This is to certify that M/s a reputed company with a Good financial standing. If the contract for the work, namely, "**Construction of 1MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year" i**s awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs……to meet their working capital requirements for executing the above contract.

-- Sd. -- & Stamp
Name of the Bank

Senior Bank Manager

Address of the Bank

1.11 Information on litigations in which the Tenderer is involved:.

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

Note : *Tenderer shall upload documents in this regard with all sufficient information on litigation in which tenderer is involved as against such works.*

1.12 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORM OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

FORM OF TENDER

Description of the Work: Construction of 1MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year

To :

Executive Engineer
Housing Project Division-1
Bangalore Development Authority
T.Chowdaiah Road, Kumara Park West
Bangalore-560 020.

GENTLEMEN,

We offer to Execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of amount as submitted in the second electronic document (price bid).

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Our Proposal complies with tender requirement and Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer

Address

_____

LETTER OF ACCEPTANCE

No. **Date:**

To:_____[name and address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____ for execution of the [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees _____(_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorised signature
Name and Title of Signatory
Name of Agency

ISSUE OF NOTICE TO PROCEED WITH THE WORK

No. **Date:**

To:_____[name and address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the Construction of 1MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year. a Tender Price of Rs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

AGREEMENT FORM

Agreement

This agreement, made the _____ day of _____ 20__, between _____ [name and address of Employer] (hereinafter called "the Employer") of the one part and _____ [name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees. _____ .

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

    i. Letter of Acceptance;
    ii. Notice to proceed with the works;
    iii. Contract Data;
    iv. Conditions of contract (including Special Conditions of Contract);
    v. Specifications;
    vi. Bill of Quantities (Price Schedule);
    vii. Drawings;
    viii. Contractor's Tender; and
    ix. Any other document listed in the Contract Data as forming part of the contract.
    x. Addendum and Corrigendum issued uploaded in the e-procurement portal.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

_____

Was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said

_____

in the presence of:
Binding Signature of Employer

_____

Binding Signature of Contractor

_____

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

Sl.No.	Particulars
A	**General**
1	Definitions
2	Interpretation
3	Law governing contract
4	Employers decisions
5	Delegation
6	Communications
7	Subcontracting
8	Other Contractors
9	Personnel
10	Employer‘s and Contractor‘s risks
11	Employer‘s risks
12	Contractor‘s risks
13	Insurance
14	Site Investigation Report
15	Query about Contract Data
16	Contractor to construct the Works
17	The Works to be completed by Intended Completion Date
18	Approvals by the Employer
19	Safety
20	Discoveries
21	Possession of the Site
22	Access to the Site
23	Instructions
24	Procedure for resolution of disputes
B	**Time Control**
25	Program
26	Extension of the Intended Completion Date
27	Delays ordered by the Employer
28	Management meetings
C	**Quality Control**
29	Identifying defects
30	Tests
31	Correction of defects
32	Uncorrected defects
D	**Cost Control**
33	Bill of Quantities (BOQ)
34	Variations
35	Payment for Variations
36	Submission of bills for payment
37	Payments
38	Compensation events
39	Tax

40 Price Adjustment
41 Liquidated damages
42 Advance Payments
43 Securities
44 Cost of repairs

E Finishing of Contract

45 Completion
46 Taking Over
47 Final account
48 As built drawings and/or Operating and Maintenance Manuals
49 Termination
50 Payment upon termination
51 Property
52 Release from performance

F Special Conditions of Contract

CONDITIONS OF CONTRACT
A. GENERAL

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body, whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities (Price Schedule)
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law Governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-Contracting

Deleted (GoK FD 4 PCL 2008, Bangalore dated 14.10.2008 Vide Sl.No 10).

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by Employer from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor‘s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer‘s risks, and the Contractor carries the risks which this Contract states are Contractor‘s risks.

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor‘s design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) for loss of or damage to the Works, Plants and Materials and the Contractor‘s equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor‘s performance of the Contract including the Contractor‘s liability for damage to the Employer‘s property other than the Works and

(c) for liability of both Parties and of any Employer‘s representative for death and injury to the Contractor‘s personnel except to the extent that liability arises from the negligence of the Employer, any Employer‘s representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the tender, shall rely at his own risk on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary & Permanent Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary and Permanent Works

18.3 The Employer‘s approval shall not alter the Contractor‘s responsibility for design of the Temporary & Permanent Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Design and Drawings prepared by the Contractor for the execution of the temporary or permanent Works are subject to review and approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for Resolution of Disputes

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer‘s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer‘s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. TIME CONTROL

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays Ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QUALITY CONTROL

29. Identifying Defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

30.2 The Employer has appointed Consultant for Project Management and Quality Assurance. The Contractor shall assist PMC Consultant appointed by the Employer and make all arrangement for testing of materials for any or all items of works executed at the site.

31. Correction of Defects

31.1 The Employer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the time specified in the Employer‘s notice.

32. Uncorrected Defects

32.1 If the Contractor has **not** corrected a defect within the time specified in the Employer‘s notice, the Employer will assess the cost of having the defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the quoted rate in the BOQ for each item.

34. Variations

Deleted.

35. Payments for Variations

Deleted.

36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall of progress.

For progress beyond the agreed program payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

37.3 Increase in Goods and Service Tax shall not be paid for the extended period of contract for which the contractor alone is responsible for the delay as determined by the Authority while granting extension of time.

38. Compensation Events

Deleted.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of all statutory taxes and charges that the Contractor will have to pay for the performance of this Contract inclusive of goods and service tax. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

39.2 Royalty charges will be recovered as per the latest Government orders as per the applicable law and amendments

40. Price Adjustment

Deleted.

41 Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract

Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42 Advance Payments

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43 Securities

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The security for O & M shall be valid until a date 30 days from the date of issue of the certificate of completion for O & M.

44 Costs of Repairs

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

45 Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46 Taking Over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47 Final Account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor‘s revised account.

48 As-Built Drawings and /or Operation and Maintenance Manuals

48.1 If “as built" Completion Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer‘s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49 Termination

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) Deleted (GOK Order No.FD 4 PCL 2008, Bangalore Dated 14-10-2008)
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) Deleted (GOK Order No.FD 4 PCL 2008, Bangalore Dated 14-10-2008)
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender

submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

50.3 Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers Contractor.

51 Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor‘s default.

52 Release from Performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract (CC). Wherever required, reference to clause number of CC will be mentioned. *[In cases of any differences, the provisions contained in these Special Conditions of Contract (SCC) shall take precedence over the provisions of Conditions of Contract (CC).]*

1. Labour

1.1. The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment housing, feeding and transport.

1.2. The contractor shall, if required by the employer, deliver to the employer a return in detail, in such form and at such intervals as the employer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the contractor on the site and such other information as the employer may require.

2. Compliance with Labour Regulations

2.1 During continuance of the contract, the contractor and his sub-contractors shall abide at all time by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the Central Government or the local authority. The Contractor shall keep the employer indemnified in case any action is taken against employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

2.2 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for Settlement of Disputes (Clause No. 24.1 of CC) shall be as follows :

a) Amicable settlement :

(i) Any disputes or differences arising out of or in connection with the contract shall, to the extent possible be settled amicably between the parties.

(ii) If any dispute or differences of any kind whatsoever shall arise between the Engineer Member on behalf of the Employer and the Contractor, arising out of the contract for the performance of the works whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, referred to and settled by either party to do so, shall give written notice of his decision to the Employer and the Contractor.

(iii) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Contractor who shall proceed with the works with all the due diligence, whether he or the Employer requires arbitration as hereinafter provided or not.

(iv) If after the Employer has given written notice of his decision to the parties no claim to arbitration has been communicated to him by either party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties.

(v) In the event of the Employer failing to notify his decision as aforesaid within 30 days after being requested as aforesaid, or in the event of either the Employer or the Contractor being dissatisfied with any such decision, or within 30 days after the expiry of the first mentioned period of 30 days, as the case may be either party may require that the matter in dispute be referred to Conciliation procedure set forth in 4.1(b) as herein after provided.

b) Conciliation settlement :

(i) Any disputes or differences arising out of or in connection with the contract shall, to the extent possible be settled **Conciliation** between the parties.

(ii) If any dispute or differences of any kind whatsoever which is not resolved amicably as provided in 4.1(a) shall be referred to the Commissioner (Employer), arising out of the contract for the performance of the works whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, referred to and settled by either party to do so, shall give written notice of his decision to the Employer and the Contractor.

(iii) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Contractor who shall proceed with the works with all the due diligence, whether he or the Employer requires arbitration as hereinafter provided or not.

(iv) If after the Employer has given written notice of his decision to the parties no claim to arbitration has been communicated to him by either party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties.

(v) In the event of the Employer failing to notify his decision as aforesaid within 30 days after being requested as aforesaid, or in the event of either the Employer or the Contractor being dissatisfied with any such decision, or within 30 days after the expiry of the first mentioned period of 30 days, as the case may be either party may require that the matter in dispute be referred to Mediation Committee set forth in 4.1(c) as herein after provided.

c) Mediation Committee :

(i) Any disputes or differences arising out of or in connection with the contract shall, to the extent possible be settled by **Mediation** between the parties.

(ii) If any dispute or differences of any kind whatsoever which is not resolved amicably as provided in 4.1(a) or by conciliation, as provided in 4.1(b)**,** shall be referred to the Mediation Committee chaired by the Additional Chief Secretary, Urban Development Department and having one representative from the contractor shall arise between the Employer and the Contractor, arising out of the contract for the performance of the works whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, referred to and settled by either party to do so, shall give written notice of his decision to the Employer and the Contractor.

(iii) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Contractor who shall proceed with the works with all the due diligence, whether he or the Employer requires arbitration as hereinafter provided or not.

(iv) If after the Employer has given written notice of his decision to the parties no claim to arbitration has been communicated to him by either party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties.

(v) In the event of the Employer failing to notify his decision as aforesaid within 30 days after being requested as aforesaid, or in the event of either the Employer or the Contractor being dissatisfied with any such decision, or within 30 days after the expiry of the first mentioned period of 30 days, as the case may be either party may require that the matter in dispute be referred to arbitration as herein after provided.

4.2 If the Contractor is not satisfied with the decision taken by the as referred in 4.1 (a) to (c) above, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer‘s decision.

4.3 **The procedure for arbitration shall be as follows:**

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996 as amended by Arbitration and Conciliation (Amendment) Ordinance 12th March 2021. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure).

(b) Proceedings shall be held at Bengaluru, Karnataka, India.

(c) The cost and expenses of arbitration proceedings will be paid as stipulated in Arbitration and Conciliation (Amendment) Ordinance 12th March 2021. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Annexure

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1 Indian Council of Arbitration, New Delhi;
2 International Centre for Alternative Disputes Resolution (India);
3 Indian Roads Congress;
4 Indian Building Congress;
5 Indian Institute of Bridge Engineers;
6 Indian Institute of Public Health Engineers;
7 Institute of Water Works.

5. Death of Contractor

In the case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if he / she eligible registered contractor and willing, can execute and complete the work at the accepted tender rates of the original contractor irrespective of the cost of the work. (Government Order No.FD 4 PCL 2008, Bangalore, dated: 14.10.2008)

6. Project Monitoring

(a) Apart from Project management by BDA and PMC appointed by BDA in accordance with contract, **Real Time GIS enabled Project Monitoring Tool** for the project will be deployed. Contractor has to make his own arrangement with required hardware and resources at site for updating Data in project monitoring tool, by updating contract compliances, measurements, Daily Progress of the work, supporting quality certificates,

supporting photographs, Drone footages etc. for each project milestones as per the direction of Engineer in Charge.

(b) Contractor to provide two MIS (Management Information System) Specialist for complete duration of the project to be posted at project site office.

(c) Contractor has to make following minimum computer facility to update the Project Monitoring Tool and handover the system with complete database to BDA after commissioning of the project

(d) Adequate numbers of Computers and Printers with suitable specifications to be provided.

7. Scope of Facilities

7.1 Unless otherwise expressly limited in the Specifications, the Contractor's obligations cover the provision of all works and the performance of all Services required for the design, the manufacture/construction (including procurement, quality assurance, construction, installation, associated civil works, testing, commissioning and delivery) of the works and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in specification) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage.

7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract. The Contractor is not to vary or deviate from the drawings in section 9 & scope of work, Conditions of Contract or Instructions to execute any Work of any kind whatsoever unless so authorized by the Employer in writing.

8. Setting Out

The Contractor is to set out the whole of the Work in conjunction with an Officer to be deputed by the Employer and during the Progress of the Works to amend any errors, on the requisition of the Employer, which may arise therein and provide all the necessary Labour, Materials and Equipment for doing so. The Contractor is to provide all Tools, Plant, Machinery, Labour and Materials, which may be necessary and required for the work. All Materials and Workmanship shall conform to the Relevant Specifications Mentioned in the Tender Document.

8.1 Office Setup

Contractor shall establish the office within the sector area with appropriate space of 50to 80 Sq. m. Contractor has to provide separate cabin to the Engineer-in-charge and separate seating arrangement to 2-3 Engineers of the Employer and 2-3 engineers of PMC by providing adequate space, required furnishers, computer and its accessories, 228cm TV screen with HDMI and Bluetooth connection, stationeries, printing facilities as may be required until the completion of the contract.

The office shall have the adequate fixers, with Electrical power, Electrical fixtures Wi-Fi including adequate lighting, ventilation arrangement, and potable water connection/arrangement.

9. Risk & Cost

9.1. The Contractor has the sole responsibility of completing all the works within the stipulated scheduled time period. If the contractor fails to complete the part or partial works, the Employer will undertake the balance work or partial work at the risk & cost of the contractor

9.2. The contractor shall be responsible for care and custody of the facilities or any part thereof until the date of the completion of the works. Contractor shall make good at his own cost any loss or damage that may occur to the facilities part thereof from any cause whatsoever during such period. Contractor is responsible for the any damage that may occur to the facilities caused by the contractor, and the damage shall be rectified by the contractor at his risk & cost

9.3 Contractor shall indemnify and hold harmless the Employer& PMC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents,

10. Supplementary Conditions

The following Special Conditions of Contract (SCC) shall supplement the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract (CC). The clause number of the SCC is the corresponding clause number of the CC. [In cases of any differences, the provisions contained in these Special Conditions of Contract (SCC) shall take precedence over the provisions of Conditions of Contract (CC).]

Operations and Maintenance" means performance of any and all tasks and provision of any and all things necessary for the safe and efficient functioning of the Works in compliance with all applicable regulations and the O&M Contract. This includes but is not limited to supply of all labour, equipment, materials, fuel and other consumables, and all other necessary things.

Operation and Maintenance Period means the time period during which the Contractor shall be fully responsible for operation and maintenance of the Works, starting from the date of completion of the Works as certified by the Engineer.

(b) "**O&M Contract Price**" means that portion of the Contract Price payable to the Contractor for performance of the O&M Contract in accordance with the provisions of the Contract. The **O&M Contract Price** will be the total amount for operation and maintenance during the O&M period, as set out in Price Schedule, under Operation and Maintenance.

10.1 Contractor's Responsibilities.

10.1.1 The Contractor shall design, manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.

10.1.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

10.1.3 The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor‘s and Subcontractor‘s personnel and entry permits for all imported Contractor‘s Equipment.

10.1.4 The Contractor shall comply with all laws in force in the country where the Facilities are to be implemented. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

10.1.5 The Contractor shall, with due care and diligence, design, engineer, procure, execute test and commission, including operation and maintenance for 5 years, remedy any defects therein accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor‘s Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

10.1.6 The Contractor shall promptly notify the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works (prepared by the contractor and approved by the Engineer earlier), but which he discovers when reviewing the designs or executing the Works.

10.1.7 The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Since the Contract expressly provides that all items of plant shall be designed by the Contractor, he shall be fully responsible for all components of the plant, notwithstanding any approval by the Employer.

101.8 The Contractor shall provide all necessary superintendence during the execution of the Plant and as long as thereafter as the Project Engineer may consider necessary for the proper fulfilling of the Contractor‘s obligations under the Contract. The Contractor, or a competent and authorized representative approved by the Engineer, which approval may at any time be withdrawn, shall give his whole

time to the superintendence of the construction of plant. Such authorized representative shall receive, on behalf of the Contractor, instructions from the Engineer. If the approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the construction of plant and shall not thereafter employ him again on the assignment in any capacity and shall replace him by another representative approved by the Engineer.

10.1.9 The Contractor shall be responsible for:
(a) the accurate setting-out of the various components of the plant in relation to original points, lines and levels of reference as designed by the contractor and approved by the Engineer.
(b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the plant, and
(c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, any time during the execution of the plant, any error appears in the position, levels, dimensions or alignment of any part of the plant, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect instructions in writing by the Engineer, in which case the Engineer shall determine an addition to the Contract Price as per the relevant provisions of the contract and shall notify the Contractor accordingly.

The checking of any setting-out or of any line by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sigh-rails, pegs and other things used in setting-out the Works.

10.1.10 The Contractor shall comply with all applicable environmental laws and regulations in India. The contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures required and implement the Environmental Management Plan (EMP). The Contractor shall submit to the Employer monthly reports on the carrying out of such measures.

10.1.11 The Contractor should take necessary licenses under the current explosive rules to enable him to manufacture and process the quantity of gunpowder / explosive and perform the blasting as necessary according to prevailing rules.

10.1.12 All personnel, raw material, utilities, lubricants, chemicals catalysts and other material and facilities and works and required to properly carry out the Pre-Commissioning and Guarantee Tests, all in accordance with the Contract Agreement shall be arranged and provided by the Contractor.

10.1.13 The contractor shall be responsible for the continued operation and maintenance of the facilities for a period of 5 years after completion and shall be responsible for conducting the Guarantee Tests(s) for the facilities.

10.1.14 Contractor‘s Equipment

10.1.14.1 All Contractor‘s Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Engineer‘s consent that such Contractor‘s Equipment is no longer required for the execution of the Contract.

10.1.14.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

10.1.14.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor‘s Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

10.1.15 Materials

10.1.15.1 The Contractor shall procure and transport all materials in an expeditious and orderly manner to the Site.

10.1.16 Transportation

10.1.16.1 The Contractor shall at its own risk and expense transport all the materials and the Contractor‘s Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

10.1.16.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor‘s Equipment.

10.1.16.3 Upon dispatch of each shipment of materials and the Contractor‘s Equipment, the Contractor shall notify the Employer by telex, cable, facsimile or electronic means, of the description of the materials and of the Contractor‘s Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the parties.

10.1.16.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor‘s Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the materials and the Contractor‘s Equipment to the Site.

10.1.17 Customs Clearance

The Contractor shall, at its own expense, handle all imported materials and Contractor‘s Equipment at the point(s) of import and shall handle any formalities for customs clearance

10.1.18Contractor‘s Supervision.

The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or his deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

10.1.19 Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

11.0 Site Investigation Report

The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by *or on behalf of* the Employer.

12. License/Use of Technical Information.

12.1 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third party to the Employer.

12.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

13.0 Time for Commencement and completion

13.1 The Contractor shall commence work on start date as specified in Contract Data for determining Time for Completion as specified in the Contract Agreement.

13.2 The Time for Completion of the whole of the Facilities shall be as indicated below including commissioning from the Start Date as described in the Contract Agreement.

Total time period for works 18 months
The whole of the Works, including testing, Trial Run, and commissioning and performance guarantee test shall be completed within the period specified above. The Taking-Over Certificate will be issued upon successful completion of the Performance guarantee test and rectification of any defects observed during the period

13 .3 The Contractor shall commence the Operation and Maintenance services immediately after successful commissioning and guarantee tests of the Treatment Plant and taking over by the Employer. The Works will be handed over back to the Contractor for the purpose of Operation and Maintenance. After completion, commissioning and guarantee tests, the contractor shall under take Operation and Maintenance for a period of Five (5) years from the date of Taking over of the plant. This period includes defect liability period.

14.0 Other Approvals

14.1: Specifications and Drawings

14 .1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice as vetted by the Indian Institute of Science, Bengalure. The contractor shall make his own arrangements and cost to get the Designs, Drawings and Specification vetted by Indian Institute of Science, Bengaluru.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Engineer or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

14.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Engineer.

14.2 Codes and Standards
Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current on date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer

14.3 Approval/Review of Technical Documents / Drawings by Engineer

14.3. 1The Contractor shall prepare and furnish to the Engineer the documents listed in the Contract Data (List of Documents for Approval or Review) to the Contract Agreement for its approval or review
Any part of the Facilities covered by or related to the documents to be approved by the Engineer shall be executed only after the Engineer‘s approval thereof.

14.3.2 The Engineer shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefore and the modifications that the Engineer proposes.

14.3.3 If the Engineer disapproves the document, the Contractor shall revise the document after incorporating the comments and re-submit to client within the timeframe stipulated below after the obtaining a certification of compliance from the Indian Institute of Science, Bengaluru.

14.3.4 The time taken for submission, review and approval of documents need to be as indicated below:

Description	Time Frame
Revision 0 or the First Submission by Contractor	Approval / comments by Engineer within 21 working days
Revised Submission by Contractor after receipt of comment	Within 7 working days of receipt of comments from Engineer
Approval / Comments of Engineer on the revised submission	Within 5 working days of the receipt of submission.

15.0 Care of Facilities

15.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor in the course of any work carried out.

16.0. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

16.1 the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney‘s fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage

caused by the negligence of the Employer, its contractors, employees, officers or agents.

16.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under SCC Sub-Clause 16.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer‘s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
The Employer shall, at the Contractor‘s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

16.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under CC Clause 13, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.

16.4 The party entitled to the benefit of an indemnity under this CC Clause 13 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party‘s liabilities shall be correspondingly reduced.

17.0 Site Clearance in Course of Performance

In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor‘s Equipment no longer required for execution of the Contract.

17.1 Clearance of Site after Completion
After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities in a clean and safe condition.

17.0 Work Programme

17.1 Contractor‘s Organization

The Contractor shall supply to the Employer and the Engineer a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities within twenty-one (21) days of the Start Date. The chart shall include

the identities of the key personnel and the curriculam vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform the Employer and the Engineer in writing of any revision or alteration of such an organization chart.

17.2 Programme of Performance

Within twenty-eight (28) days after the Start Date, the Contractor shall submit to the Engineer a detailed programme of performance of the Contract, made in a form acceptable to the Engineer and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the programme and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The programme so submitted by the Contractor shall be in accordance with the Time Schedule included in the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the programme as and when appropriate or when required by the Engineer, but without modification in the Times for Completion and any extension granted in accordance with Conditions of contract (CC) Clause 26, and shall submit all such revisions to the Engineer.

17.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the programme referred to above, and supply a progress report to the Engineer every month.

The progress report shall be in a form acceptable to the Engineer and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the programme, giving comments and likely consequences and stating the corrective action being taken.

17.4 Progress of Performance

If at any time the Contractor‘s actual progress falls behind the programme referred to above, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Engineer, prepare and submit to the Engineer a revised programme, taking into account the prevailing circumstances, and shall notify the Engineer of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under SCC Sub-Clause 17.2, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

17.5 Procedures

The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Specifications.

The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

18.0. Contractor‘s Claim of Extension of the Intended Completion Date

18.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer‘s liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;
(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 21 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer

and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

The Engineer shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with SCC Clause 26.3, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either party may refer the matter to the Dispute Board pursuant to CC 24 hereof.

19.0 Procedures for Tests

19.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and any part of the Facilities as are specified in the Contract

19.2 The Employer and the Engineer or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

19.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Engineer. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Engineer or their designated representatives to attend the test and/or inspection.

19.4 The Contractor shall provide the Engineer with a certified report of the results of any such test and/or inspection.
If the Employer or Engineer or their designated representatives fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the

absence of such persons, and may provide the Engineer with a certified report of the results thereof.

19.5 The Engineer may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor‘s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of work on the Facilities and/or the Contractor‘s performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

19.6 If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under SCC

19.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant or part of the Facilities that cannot be Board.

19.8 The Contractor shall afford the Employer and the Engineer, at the Employer‘s expense, access at any reasonable time to any place where the Plant are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Engineer shall give the Contractor a reasonable prior notice.

19.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant or any part of the Facilities, nor the attendance by the Employer or the Engineer, nor the issue of any test certificate pursuant to SCC, shall release the Contractor from any other responsibilities under the Contract.

19.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Engineer whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.

19.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Engineer may from time to time require at the Site, and shall reinstate and make good such part or parts. If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of SCC Sub-Clause.

19.12 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

20.0 Third Party/ PMC Inspections and Testing

20.1 The Employer will undertake third party inspections and testing for all works and any civil structure or material or work as may be applicable and as desired by the Engineer. The Contractor shall be wholly responsible to make his own arrangements for carrying out the required tests. The Contractor shall be responsible to obtain permission for and provide all facilities to Employer for carrying out such inspections or testing as may be required. The Third Party Inspection charges and all the other costs for such independent inspection and testing shall be borne by the contractor.

20.2 A mutually agreed quality assurance plan with minimum requirements as per Indian Standards will be developed which provides for inspection and certification by the third party inspection at specified times.

20.3 No material shall be delivered to the site without formal inspection or testing unless otherwise waived in writing by the Engineer with a certificate issued by the contractor, which is endorsed by the Engineer that the item confirms to the requirement of contract in all respects.

20.4 The Employer or his authorized representative may make inspections at any of the manufacturing or shipping points at any time in addition to the schedule agreed with a prior notice of at least 2 weeks at the cost of Employer. However, during such inspection, if it is found that any of the items are not being manufactured or shipped in accordance with the specifications, the contractor shall bear all expenses including fees incurred by the employer in respect of such inspection.

20.5 The contractor shall perform or make arrangements for all tests when requested by the Employer.

20.6 The Contractor shall agree with the Engineer on the time and place for the inspection of any materials or plant. The Engineer shall give the contractor not less than 24 hours' notice of his intention to carry out inspection or to attend the tests.

20.7 If at the time and place agreed in accordance with the Contract the materials or Plant if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or plant are defective or otherwise not in accordance with the contract, he may reject the materials or plant and shall notify the contractor there of immediately. The notice shall state the Engineer‘s observations with reasons. The Contractor shall then promptly make good the defect or replace the same. It the Engineer so requests, the tests of such material or plant shall be made or repeated under the same terms and conditions. All costs incurred by the Engineer for the inspection of the tests shall be determined by the Engineer and shall be recoverable form the from the contractor and may be deducted from any money‘s due that the Contractor and the Engineer shall notify the Contractor accordingly.

20.8 Any inspection carried out by the Engineer shall not relieve the contractor of his obligations under the contract.

21.0. Pre Commissioning

21.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing under SCC

21.2 The arrangement of all the required personnel, material and facilities, etc. for the purpose of Pre-commissioning of the facilities or any part thereof shall be done by the contractor.

21.3 The Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof in preparation for Commissioning. The conduct of the activities of Pre-commissioning shall be done by the contractor.

21.4 When the Contractor is notified by the Engineer that the plant is ready for Pre-commissioning, the Contractor shall proceed without delay in performing all the specified activities and obligations under the contract.

21.5 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Engineer in writing.

21.6 The Engineer shall, within twenty one (21) days after receipt of the Contractor‘s notice under SCC Sub-Clause 21.51, either issue a completion Certificate, stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor‘s notice under SCC Sub-Clause 21.5, or notify the Contractor in writing of any defects and/or deficiencies.

If the Engineer notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in SCC Sub-Clause 21.5. If the Engineer is satisfied that the Facilities or that part thereof have reached Completion, the Engineer shall, within fourteen (14) days after receipt of the Contractor‘s repeated notice, issue a Taking Over Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor‘s repeated notice. If the Engineer is not so satisfied, then he/she shall notify the Contractor in writing of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor‘s repeated notice, and the above procedure shall be repeated.

21.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

21.8 The contractor shall be responsible for Operation and Maintenance of the plant for a period of Five years after completion of the works and commissioning of the facilities and during that period, the contractor shall be responsible for the care and custody of the facilities or the relevant part thereof, together with the risk of loss or damage thereto

22.0. Commissioning

22.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the work completion Certificate by the Engineer, pursuant to SCC Sub-Clause 21.8.

22.2 Guarantee Test

22.3 the Guarantee Test and repeats thereof shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Agreement.

23.0 Price Schedule

23.1 The Price Schedule shall contain items for the supply, design, construction, installation, testing, and commissioning and Operation & Maintenance work and as outlined in the contract to be done by the Contractor.

23.2. The rates quoted by the Contractor shall be deemed to be inclusive of all the applicable taxes and duties that the Contractor will have to pay for the performance of the contractor. The Contractor should be familiar with the tax laws of the country prevailing at the time of tendering and no claim in this regard will be entertained unless it is due to change in legislation of the country. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

24.0 Payment

(a) Payment for the Works shall be made on a lump sum under major work categories as follow:

(i) Design, Civil works, installation, testing, commissioning of mechanical, electrical and instrumentation & control equipment and other works required for the different components in accordance with the payment units as set out in the Price Schedule and/or as proposed by the Contractor and approved by the Employer‘s Representative ;
(ii) Plant and equipment supplied including supply of all electro-mechanical, electrical and Microbial & other works, mandatory spare parts, etc., for the different components according to the payment units as set out in the Price Schedule and/or as proposed by the Contractor and approved by the Employer‘s Representative; and
(iii) Operation and maintenance of the constructed facilities after completion and acceptance of the Works.

(iv) Selection of any of the recommended spare parts will be solely at the Employer‘s option, and payment for such spare parts, if any, will be made at the quoted unit rates.

(v) The Contractor shall pay all the duties and taxes in consequence of his obligations under the Contract and the quoted price should be inclusive of all applicable taxes and duties.

25.0 Interim Evaluation

25.1 Prior to commencing construction of the Permanent Works, the Contractor shall submit a Bill of Principal Quantities of the Permanent Works including provision for construction, installation, testing, trial run and commissioning (referred to in this Sub-Clause as "the BPQPW") together with such supporting information and calculations as the Employer‘s Representative may reasonably require. The BPQPW shall include the anticipated final quantities of the principal items of Permanent Works, which shall have been priced using all-in rates such that the total amount equals the Works Contract Price. The BPQPW shall not contain priced items for design (other than as may be specified in the Schedule of Prices) or for Temporary Works; the value of each element of such work, and of any other work elements not described in the BPQPW, shall each be included in the rates for Permanent Works to be constructed after such element is carried out. The BPQPW shall be subject to the approval of the Employer‘s Representative, which may at any time be withdrawn, and shall be without prejudice to the final amount due under the Contract. The BPQPW shall be revised and reissued if it appears at any time before Taking-Over that it will not fully represent the Permanent Works when complete.

During the Time for Completion, the contract value shall not exceed the amount calculated from the current BPQPW, based on the quantities of Permanent Works which have been constructed in accordance with the Contract. The Contractor's interim statement shall be in the same form as that of the current BPQPW and shall be accompanied by the Contractor‘s signed statement that the current BPQPW attached thereto (including anticipated final quantities) and the as-constructed quantities are all correct; each such statement shall also be accompanied by a Construction Certificate, signed by the Contractor's Representative, certifying that the part of the Works constructed to date complies with the Contract. However, the Contractor may propose such lesser amount as seems reasonable, supported with appropriate calculations on a similar basis to the procedure described in this Clause.

The above procedures notwithstanding, interim valuations for the purposes of determining payments to be made to the Contractor by the Employer will be made on a progressive basis, subject to approval by the Employer‘s Representative.

26.0 Functional Guarantees

26.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in Technical Specifications (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.

27.0 Defects Liability

27.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant supplied and of the work executed

27.2 The Defect Liability Period shall be one year from the date of Operational Acceptance of the Facilities for each of the individual Modules.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defector of any damage to the Facilities arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the Facilities by the Employer;
(b) operation of the Facilities outside specifications provided in the Contract; or
(c) normal wear and tear

27.3 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

27.4 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this SCC Clause 27.0.
The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

27.5 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

27.6 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days, the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to

the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Security Deposit.

27.7 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.

27.8 Except as provided in SCC Clauses 27.0, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Contractor.

28.0 Performance Certificate

Performance of the Contractor's obligations shall not be considered to have been completed Until the Employer has issued the performance Certificate to the Contractor, starting the date on which the contractor completed his obligations under the contract

The Employer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the contractor has supplied all the contractor's documents and completed and tested all the works, including remedying any defects.

Only the performance certificate shall be deemed to constitute acceptance of the works.

29.0 Taking Over of Works and Sections

The Works shall be taken over by the Employer when:
(i) the works have been completed in accordance with the Contract, and
(ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this sub-Clause.
The Contractor may apply by notice to the Employer for a Taking- Over Certificate not earlier than 14 days before the works will, in the Contractors opinion, be complete and ready for taking over.

The Employer shall, within 28 days after receiving the Contractor's application:

(a) issue the Taking-Over Certificate to the Contractor, starting the date on which the Works or Sections were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or;

(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The

Contractor shall then complete this work before issuing a further notice under this sub-clause.

30.0 Ownership of Plant & Materials

Each item of plant and material shall, to the extent consistent with the Laws of the Country become the property of the Employer, at whichever is earlier of the following items, free from liens and other encumbrances:

(a) When it is delivered to the Site;
(b) When the Contractor is entitled to payment of value of the Plant and Material.

The Contractor shall not be entitled to payment for Plant and Materials which are not in compliance with the Specifications or any other terms or requirements of this Contract.

31.0 Royalties

Unless otherwise stated in the Specifications, and in accordance with the prevailing rules and rates specified by the Government of Karnataka the Contractor shall pay all applicable royalties, rents, and other payments to the relevant parties for:

(a) all Equipment, Plant, and Materials used in the Works, and
(b) the disposal of material from demolitions and excavations and of other surplus materials (whether natural or manmade), except to the extent that disposal areas within the site are specified in the Contract and as per the prevailing rules and rates specified by the Government of Karnataka.

32.0 Test on Completion

32.1, Test on Completion, The contractor shall carry out the Tests on Completion in accordance as directed by employer .

Unless otherwise stated in the contract, the tests on Completion shall be carried out in the following sequences.
(a) Pre-commissioning tests, which shall include the appropriate inspections and (_Dry —or —Wet) functional tests to demonstrate that each item of plant can safely under- take the next stage,
(b) Commissioning tests, which shall include the specified operational tests demonstrate that the works or section can be operated safety and as specified, under all available operating conditions and
(c) Trial operation, which shall demonstrate that the woks or section perform reliably and in accordance with the Contract.

During trial operation, when the works are operating under stable conditions, the contractor shall give notice to the Employer that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Woks conform with the criteria specified in the Specifications and with the Performance Guarantees.

Trial operation shall not constitute a taking-over unless otherwise stated the Particular- conditions, any product produced by the Works during trial operation shall be the property of the Employer.

In considering the results appropriate allowance shall be the Works by the Employer characteristics of the Works. Section, have passed each of the Tests on Completion, made for the Effect of any use of on the performance or other As soon as the Works, or a of the Tests on completion described in Sub-paragraph (a), (b) or (c) the contractor shall submit a certified report of the Results of these tests to the Employer.

32.2,Delayed Tests If the tests on Completion are being unduly delayed by the Contractor, the Employer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The contractor shall carry out the tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Employer.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer‘s personnel may proceed with the Tests at the risk and cost of the Contractor. If the following conditions apply:

(a) the Works, or a Section, fail to pass any or all of the Tests on Completion;
(b) the relevant sum payable as damages for such failure is stated (or its method of calculation is defined) in the Appendix to Special Conditions of Contract, and;
(c) the Contractor pays such relevant damages to the Employer;

These tests on completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the tests shall be accepted as accurate.

32.3,Retesting If the works, or a section, fail to pass the tests on completion and the Employer or the Contractor may require the failed tests, and tests on completion on any related work, to be repeated under the same terms and conditions

32.4, Failure to Pass Tests on Completion In the event that the Works fail to pass any or all of the Tests on Completion as defined in Specifications, the Employer will levy Damages, based on the extent or magnitude of such failure, in accordance with the formulation provided in the Appendix to Special Conditions of Contract then the Works or such Section shall be deemed to have passed such Tests on Completion.
However, the total amount of Delay Damages for Works and Damages for failure to pass the Tests on Completion as defined in this Sub-Clause shall not exceed the maximum amount of ‗Delay Damages for Works‘ stated in the **Contract Data**

33.0 Operation and Maintenance

33.1, General Requirements: The Contractor shall comply with the Operation Management System as provided for in the Contract and any revisions thereof which are agreed during the Contract Period. The Contractor shall follow the requirements of the Operation and Maintenance Plan and the Operation and

Maintenance Manuals. No significant alteration to such arrangements and methods shall be made without the prior approval of the Engineer.

The Plant operators and maintenance personnel shall have the appropriate experience and qualifications to perform the Operation and Maintenance service as required under the Contract. The names, with details of their qualifications and experience, of all operation and maintenance personnel shall be submitted to the Employer for approval, and no such personnel shall be engaged prior to receiving such approval.

33.2, Commencement of Operation and Maintenance: The Operation and Maintenance shall not commence until the Works have been completed in accordance with the Contract and Taking-Over Certificate has been issued in terms of the Contract.

Should the Works Contract Completion Certificate or any notice attached or pertaining thereto, contain requirements or restrictions over and above those in the Contract, the Contractor shall comply with such requirements and/or restrictions.

The Contractor shall thereafter provide the Operation and Maintenance service in compliance with the Operation Management System and in accordance with As-Built Documents and the Operation and Maintenance Manuals.

If the Contractor wishes to modify a document which has previously been submitted and approved, the Contractor shall immediately notify the Engineer, and shall subsequently submit revised document(s) to the Engineer for review accompanied by a written explanation of the need for such modification.

The Contractor shall not implement any proposed modification until such modification has been reviewed by the Engineer, and consent to proceed has been given in writing. However, any such approval or consent, or any review (under this Sub-Clause or otherwise), shall not relieve the Contractor from any obligation or responsibility.

33.3,Delivery of Raw Materials: The Contractor shall be responsible for the supply and delivery to the Site (or other designated place) of the chemicals, fuels, consumables and other such items specified in the Employer's Requirements. The Contractor shall be responsible that all such items are fit for purpose and comply with the requirements of the Contract in respect of quality, purpose and function.

In the event that any such item or product is not delivered in accordance with the agreed delivery programme or deviates from the specified quality, and such delay or deviation causes the Contractor to suffer additional cost, the Contractor shall not be entitled for any extra costs which he has incurred

33.4, Training: The Contractor shall carry out the training of Employer's Personnel in the Operation and Maintenance of the Facilities to the extent specified in the Employer's Requirements.

The programme and scheduling of the training shall be agreed with the Employer, and the Contractor shall provide experienced training staff, and all training materials

as stated in the Employer's Requirements. The Employer shall be responsible for nominating and selecting suitable personnel for training.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply

The following documents are also part of the Contract

Description	Clause Reference of CC
The schedule of Operating & Maintenance Manuals	[48]
The Methodology and Program of Construction	[25]
Site Investigation Reports	[14]
The schedule of key and critical equipment to be deployed on the work as per agreed program of construction	[25]
The Employer is : Name : Commissioner Address : Office of The Commissioner BANGALORE DEVELOPMENT AUTHORITY Kumara Park West, T.Chowdaiah Road, Bengaluru-560020,	[1.1]
The Authorized Representative is : Executive Engineer. Office of The Executive Engineer, Housing Project Division-1 BANGALORE DEVELOPMENT AUTHORITY Kumara Park West, T.Chowdaiah Road, Bengaluru-560020	[1.1]
The Name of the Contract is: Construction of 1MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year	[1.1]
Scope of Work in Brief: The work involves Construction of 1MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year	
The start date shall be the date of issue of notice to proceed with the work	[1.1]

The Intended Completion Date for the whole of the Works is Eighteen (18 Months including monsoon including commissioning from the date of commencement. [17, 26]

Milestone dates	Physical works to be completed	Period from the date of issue of Notice to proceed with the work
For Milestone 1	20 % of the work	2 Months
For Milestone 2	40 % of the work	4 Months
For Milestone 3	80 % of the work	6 Months
For Milestone 4	100 % of the work	9Months

The Site Possession Date is : From the date of issue of notice to proceed with the work. [21]

Location of the Site: Alur, Bengaluru. (Enclosed as Annexure 1) [1.1]

Defect Liability Period (DLP) is 1 years. [31]

Insurance Requirements [13]

Sl.No.	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	Contract Price plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance	
	(a) for Third Party	Rs. 5,00,000 per occurrence with number of occurrences unlimited
	(b) for Contractor‘s employees or labour	In accordance with the statutory requirements applicable to Karnataka
(v)	Other insurances	As per contract requirement

38.1 The following are Compensation events unless they are caused by the Contractor: **Deleted**. [38]

The liquidated damages for whole of the works are computed on the basis of 0.1% of the contract Price per day and for the milestones. [41]

The maximum amount of liquidated damages for whole of the work is ten (10%) of the final contract price

<table>
<tr><td>The amount of the Advance payments are:

<table><tr><th>Nature of Advance</th><th>Amount(Rs.)</th><th>Conditions to be fulfilled</th></tr><tr><td>1.Mobilization</td><td>5% of the Contract Price</td><td>On submission of un-conditional Bank Guarantee.(to be drawn before end of 20% of Contract period)</td></tr></table>
(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).</td><td>[42]</td></tr>
<tr><td>Repayment of advance payment for mobilization :
The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price
or 3 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.</td><td>[42]</td></tr>
<tr><td>The date by which “as-built” drawings (in scale 1:1000) in 10 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.
The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.</td><td>[48]</td></tr>
<tr><td>The amount to be withheld for failing to supply “As built" drawings and “Supply of Updated Operation and Maintenance Manuals" by the date required is
INR 50,00,000</td><td>[48]</td></tr>
<tr><td>The following events shall also be fundamental breach of the contract.
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC</td><td>[49.2]</td></tr>
<tr><td>The Percentage to apply to the value of the work not completed representing the Employer‘s additional cost for completing the Works shall be 30 percent.</td><td>[50.1]</td></tr>
</table>

Appendix
Terms and Procedures of Payment

In accordance with the provisions of CC & SCC Clause 37 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments of the contract price shall be made in the currency (Indian Rupees) in which the tender price is expressed in the bid of the successful

bidder. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

A) Terms of Payment

Stage	Particular	Payment (in % of Total Price)
Stage 1	Designs, documentation, Site Clearance, Excavation, PCC, Raft Concrete (Completion of Foundation)	30%
Stage 2	RCC Walls upto roof Slab	30%
Stage 3	RCC Slab including Manholes	20%
Stage 4	Testing, Trial run and commissioning of the entire plant	15%
Stage 5	After Maintenance Period	5%

SECTION 7: TECHNICAL SPECIFICATIONS

SECTION 7, 7A &7B: FORM OF TECHNICAL PROPOSAL, SPECIFICATIONS AND TECHNICAL SCHEDULES
SECTION 7B: GEOTECHNICAL INVESTIGATION REPORT
SEPARATELY ENCLOSED

SECTION 8: DRAWINGS

Attached separately

SECTION 9: BILL OF QUANTITIES

Price Schedule

S.No	Item Description	Total Lumpsum Cost in INR including GST and applicable taxes and duty
1	Construction of 1MLD treated capacity of Bio – Sewage Treatment Plant decentralized treatment system for Alur Housing Project, Phase I, in Alur, Bangalore North Taluk on lump sum turnkey basis at Sy No. 114/1 & 115/1, Alur Village, Bangalore North Taluk, Bangalore including operation and maintenance for 1 year	

Note: <u>The Break Down costs for all the components shall be quoted and submitted in a sealed cover before opening of the financial proposal which shall be intimated to the qualified consultants in technical proposal</u>

SECTION 10 : FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:_____ [name of Employer]
_____ [Address of Employer]

WHEREAS _____[name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____, dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the Guarantor

Name of Bank_____
Address_____
Date

SECTION 11 : FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ *[date]* for the construction of _____ *[name of Contract]* (hereinafter called "the Bid").

KNOWN ALL MEN by these presents that We _____ *[name of bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[Name of the Employer]* (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
   (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders; or
   (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 225 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

_____

SECTION- 12 : FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

To: [Name and address of Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract Agreement ("the Contract") signed on [date] between you and [name of Contractor] ("The Contractor") concerning the Services set out in the Contract _____[Name of the Contract].

Whereas, in accordance with the terms of the Contract, the Employer agreed to pay or cause to be paid to the Contractor an advance payment in the amount of [number] percent (____%) of the Contract Price for the Period due to the Contractor, namely a payment of: _____[amount in figures], _____[amount in Words].

By this letter we, the undersigned, [name of Bank], a Bank (or company) organized under the laws of [country of Bank] and having its registered/principal office at [address of Bank], do hereby jointly and severally with the Contractor irrevocably guarantee repayment of the amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the advance payment to the Employer.

Provided always that the Bank‘s obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts that have been repaid by the Contractor from time to time in accordance with the terms of payment of the Contract as evidenced by appropriate shipping documents or payments certificates.

This Guarantee shall remain in full force from the date upon which the advance payment is received by the Contractor until the date upon which the Contractor has fully repaid the amount is advanced to the Employer in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

Yours truly,

[Name of the Bank]

Authorized Signature